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472. *Cf. Woodruff v. Wentworth*, 133 Mass. 309, 314. The principal case is a further application of the general rule. In addition to there being stockholders unaware of the contract, it is manifest that the agreement by the corporation would not inure to its advantage. The corporation is to be made a mere selling agency subject to the will of the plaintiff, who is to reap the profits.

**INJUNCTIONS — ACTS RESTRAINED — INJUNCTION AGAINST HOLDING ELECTION ON UNCONSTITUTIONAL AMENDMENT.** — Plaintiff sued to enjoin the submission to popular vote of a proposed state constitutional amendment alleged to be in conflict with the Constitution of the United States. *Held*, that an injunction should not be granted. *Weinland v. Fulton*, 121 N. E. 816 (Ohio).

If plaintiff sued as an elector or citizen the court would refuse an injunction on the ground that equity does not protect political rights. *Fletcher v. Tuttle*, 151 Ill. 41, 37 N. E. 683. Equity will protect a taxpayer, however, from misuse of public funds. *Crampton v. Zabriskie*, 101 U. S. 601. In a few states a taxpayer may enjoin the holding of an election where the statute or ordinance under which it was called is *ultra vires*. *De Kalb County v. Atlanta*, 132 Ga. 727, 65 S. E. 72; *Solomon v. Fleming*, 34 Neb. 40, 51 N. W. 304; *Cascaden v. Waterloo*, 106 Iowa, 673, 77 N. W. 333. See *Layton v. Monroe*, 50 La. Ann. 121, 23 So. 99. But the weight of authority is against this. *Pfeifer v. Graves*, 88 Ohio St. 473, 104 N. E. 529; *Duggan v. Emporia*, 84 Kan. 429, 114 Pac. 235; *Dubuisson v. Election Supers.*, 123 La. 443, 49 So. 15; *McAlester v. Millwee*, 31 Okla. 620, 122 Pac. 173. Some courts say a taxpayer's interest is too remote and conjectural. *Duggan v. Emporia*, *supra*. Others lay down the general rule that equity will never interfere with elections. *Copeland v. Olsmith*, 124 Pac. 33 (Okla.). And where an election on an initiated measure was sought to be enjoined on the ground that the petitions calling the election were not regular, the court said an injunction would be an interference with the legislative department of the government. *Pfeifer v. Graves*, *supra*. The principal case differs from any of the above in that the authority for holding the election is perfectly valid, the alleged unconstitutionality being in the subject matter. The interference with legislative processes would therefore be much plainer than in the Pfeifer case. Hence even if plaintiff was a taxpayer and the election was a special one, neither of which appears in the report, the decision seems absolutely sound.

**INJUNCTIONS — ACTS RESTRAINED — INJUNCTION OF STRIKES IN WAR TIME.** — The defendants were instigating and conducting strikes in plaintiff's shoe factory. The strikes were accompanied by unlawful violence. The plaintiff was engaged in manufacturing military supplies for the United States government. Plaintiff sought an injunction. *Held*, that "all strikes for any cause whatever be enjoined for the duration of the war." *Rosenwasser Bros. v. Pepper*, 172 N. Y. Supp. 310.

For a discussion of this case, see NOTES, page 837.

**INSURANCE — MARINE INSURANCE — "HOSTILITIES," MEANING IN F. C. AND S. CLAUSE.** — The plaintiff reinsured a cargo with the defendant under a policy containing the usual f. c. and s. clause, the relevant words of which were, "warranted free from all consequences of hostilities or warlike operations." The cargo was damaged by the explosion of a bomb placed in the vessel while in a South American port by a German. No authorization or ratification of this act by the German government was shown. The plaintiff sued on the policy. *Held*, that he could not recover. — *Atlantic Mutual Insurance Co. v. King*, 35 T. L. R. 164.

The court states correctly that the reinsurer has the burden of proving that the loss falls within the warranty. *Munro, Brice & Co. v. War Risks Association*, [1918] 2 K. B. 78. See *Compania Maritima of Barcelona v. Wishart*, 34